

3.00

T-7454

L. L. # 40  
Check # 130

May 16 4 30 PM '62

ARVILLA E. WARREN  
RECORDER, SAN JUAN COUNTY  
BY

### RIGHT OF WAY AND EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that: N.  
Stanley Lyman and Carol P. Lyman

(hereinafter called "GRANTOR" whether one or more), in consideration of FIVE DOLLARS (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys to UTE PIPE LINE COMPANY, a Delaware corporation (hereinafter called "GRANTEE"), its successors and assigns, a right of way and easement to construct, lay, maintain, operate, inspect, alter, repair and remove pipe lines and to replace existing lines with other lines, for the transportation of oil and gas, and the products thereof, water, or any other fluids or substances, together with valves, fittings, meters, markers, tie overs, corrosion control equipment and other appurtenances upon, over, across and through the following described property in SAN JUAN COUNTY, STATE OF UTAH:

*abstracted*

The Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ &SE $\frac{1}{4}$ SE $\frac{1}{4}$ ); and beginning Southeast corner Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), thence West 660 feet; thence North 22°33' West 11.29 feet; thence East to the the Northeast corner Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ), thence 80 rods to point of beginning, of Section Eleven (11), Township Thirty-Five (35) South, Range Twenty-Three (23) East,

together with the right of ingress and egress to and from the same, the right to enter upon the premises for the purpose of making surveys, or performing acts incident thereto, prior to, during and after construction of any pipe line, and the right to maintain the right of way strip covered by this easement clear of underbrush or trees.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as the same shall be used for the purposes aforesaid. Grantee shall pay any damages which may arise to growing crops, merchantable timber, fences and other improvements, and livestock of Grantor from the use of said premises for such purposes. Grantor shall not impound water and shall not construct buildings or improvements which would interfere with the rights hereby granted on the above described right of way strip (or within twenty-five [25] feet on either side of the center line of said pipe line where the description above is a description of Grantor's property without specification of the width and particular location of said right of way as it traverses said property). The location of the right of way, if not defined in the description above, shall become fixed when the first pipe line is laid. Any pipe line or lines constructed across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation, but any pipe line may be suspended across irrigation ditches, canals, water ways, gullies or ravines, ~~and where rock formations or large boulders are encountered either underground or projecting above the surface said pipe line may be buried at any depth or laid on top of such rocks or on surface.~~

Should more than one pipe line be at any time laid under this grant ONE DOLLAR (\$ 1.00) per rod shall be paid for each additional line to be laid, in addition to payment for damage, if any, as above provided.

The rights of way, easements and privileges herein granted are divisible and each is assignable or transferable in whole or in part.

The pipe line shall be buried at a minimum depth of 30 inches. After installation of the pipe line all rock shall be removed from the right of way on cultivated land, and land will be restored as near as possible to original condition prior to installation of pipe line. Grantors shall not be liable for accidental damage to said pipe line. A minimum amount of \$1.50 per rod shall be paid in settlement of construction damage, including damage to growing crops.

It is understood that the party securing this grant on behalf of Grantee is without authority to make any representation, stipulation, covenant or agreement not herein expressed.

IN WITNESS WHEREOF these presents are executed this 14 day of May, 1962.

Witness:  
*W. H. [Signature]*



GRANTOR:  
*Stanley N. Lyman*  
Stanley N. Lyman

*Carol P. Lyman*  
Carol P. Lyman

*prepaid conveyance  
Bk: 781 Pg: 123  
9-13-99*

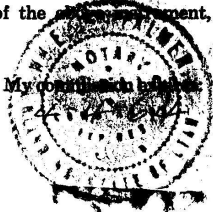
*Certifying Mgr  
076603  
836/240  
3-16-05*

58 49 06 P 21 1962

NOTARY PUBLIC STATE OF UTAH

STATE OF Utah  
COUNTY OF San Juan

On the 14 day of May, A.D. 1962, personally appeared before me  
Stanley N. Lyman & Carol P. Lyman the signer  
of the instrument, who duly acknowledged to me that they executed the same.



Arvilla E. Warren  
Notary Public residing at:  
Blanding, Utah

Entry No. 7-7454 17  
Recorded 5-16-62 At 4:30 M. Book 343 Page 18  
FEE PAID  
\$ 3.00 By JP Deputy